

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-C9E</b>	PAGE <b>1</b>	OF <b>1</b>	PAGES <b>62</b>		
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00174-05-R-0012</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>14 Jan 2005</b>				
				6. REQUISITION/PURCHASE NO.						
7. ISSUED BY NAVSEA INDIAN HEAD ATTN: SAMANTHA GRAY SAMANTHA.GRAY@NAVY.MIL 101 STRAUSS AVE INDIAN HEAD MD 20640-5035				CODE <b>N00174</b>		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>				
				TEL: 301/744-6747 FAX: 301/744-6547		TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>BLDG. 1558</u> until <u>03:00 PM</u> local time <u>15 Feb 2005</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME <b>SAMANTHA M. GRAY</b>		B. TELEPHONE (Include area code) (NO COLLECT CALLS) <b>301/744-6747</b>		C. E-MAIL ADDRESS <b>samantha.gray@navy.mil</b>				
<b>11. TABLE OF CONTENTS</b>										
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION			
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>					
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES			
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 7	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>					
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		8 - 14	X	J	LIST OF ATTACHMENTS			
X	D	PACKAGING AND MARKING		15 - 16	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>					
X	E	INSPECTION AND ACCEPTANCE		17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE		18 - 21						
X	G	CONTRACT ADMINISTRATION DATA		22 - 23	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS		24	X	M	EVALUATION FACTORS FOR AWARD			
<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FIRST ARTICLE NOSIH-AA-6 PROPELLANT- LOT TO CONSIST OF 5,187 LBS OF CARPET ROLLS & 54 CLASS 1 SHEETS FOR EACH OF THE PRODUCTION LOTS MANUFACTURED IN ACCORDANCE WITH THE STATEMENT OF WORK.	1	Lot		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FIRST ARTICLE - DATA IN ACCORDANCE WITH THE STATEMENT OF WORK.	1	Lot		

---

 NET AMT

Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		

PRODUCTION QUANTITY

NOSIH-AA-6 PROPELLANT- LOT TO CONSIST OF 375,000 LBS OF CARPET ROLLS & 54 CLASS ONE SHEETS FOR EACH OF THE PRODUCTION LOTS MANUFACTURED IN ACCORDANCE WITH THE STATEMENT OF WORK.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		

DATA

IN ACCORDANCE WITH THE STATEMENT OF WORK.

---

NET AMT

Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		

OPTION

NOSIH-AA-6 PROPELLANT

MANUFACTURED IN ACCORDANCE WITH THE STATEMENT OF WORK. THE LOT IS TO CONSIST OF THE ORDERED QUANTITY OF CLASS 2 CARPET ROLLS AND 54 CLASS 1 SHEETS FOR EACH OF THE PRODUCTION LOTS MANUFACTURED.

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NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0005	1,000.00	50,000.00	
		50,001.00	100,000.00	
		100,001.00	200,000.00	
		200,001.00	300,000.00	
		300,001.00	375,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot		
OPTION	DATA				
	AS REQUIRED BY THE STATEMENT OF WORK				

NET AMT

Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot		
OPTION	PRODUCTION QUANTITY				
	MANUFACTURED IN ACCORDANCE WITH THE STATEMENT OF WORK.				
	THE LOT IS TO CONSIST OF THE ORDERED QUANTITY OF CLASS 2 CARPET				
	ROLLS AND 54 CLASS 1 SHEETS FOR EACH OF THE PRODUCTION LOTS				
	MANUFACTURED.				

NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0007	0007	1,000.00	50,000.00	
		50,001.00	100,000.00	
		100,001.00	200,000.00	
		200,001.00	300,000.00	
		300,001.00	375,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		
OPTION	DATA				
	AS REQUIRED BY THE STATEMENT OF WORK				
				<hr/>	
				NET AMT	Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lot		
OPTION	PRODUCTION QUANTITY MANUFACTURED IN ACCORDANCE WITH THE STATEMENT OF WORK. THE LOT IS TO CONSIST OF THE ORDERED QUANTITY OF CLASS 2 CARPET ROLLS AND 54 CLASS 1 SHEETS FOR EACH OF THE PRODUCTION LOTS MANUFACTURED.				
<hr/>					
NET AMT					

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0009	0009	1,000.00	50,000.00	
		50,001.00	100,000.00	

100,001.00	200,000.00
200,001.00	300,000.00
300,001.00	375,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot		
OPTION	DATA				
	AS REQUIRED BY THE STATEMENT OF WORK				

NET AMT

Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lot		
OPTION	PRODUCTION QUANTITY				
	MANUFACTURED IN ACCORDANCE WITH THE STATEMENT OF WORK.				
	THE LOT IS TO CONSIST OF THE ORDERED QUANTITY OF CLASS 2 CARPET				
	ROLLS AND 54 CLASS 1 SHEETS FOR EACH OF THE PRODUCTION LOTS				
	MANUFACTURED.				

NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0011	0011	1,000.00	50,000.00	
		50,001.00	100,000.00	
		100,001.00	200,000.00	
		200,001.00	300,000.00	
		300,001.00	400,000.00	

**Note: Should the Government choose to exercise the options, each option will be exercised for one variable stepladder quantity only. Once a particular option has been exercised and a variable stepladder quantity chosen, that option is no longer available.**

**HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

**HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

## SCOPE OF WORK FOR NOSIH-AA-6 PROPELLANT PROCUREMENT

## 1.0 INTRODUCTION

This Statement of Work (SOW) establishes and defines the requirements for the manufacturing, testing, acceptance, and shipping of NOSIH-AA-6 carpet roll propellant.

## 2.0 APPLICABLE DOCUMENTS

## STANDARDS

Military Standards:

MIL-STD-129P Department of Defense Standard Practice Military Marking for Shipment and Storage  
(Barcoding is not necessary)

MIL-STD-130K Identification Marking of U.S. Military Property

MIL-STD-286C Propellants, Solid; Sampling, Examination, and Testing

MIL-STD-810F Environmental Engineering Considerations and Laboratory Tests

MIL-STD-1168B Ammunition Lot Numbering and Ammunition Data Card

DOD 4145.26-M DOD Contractors' Safety Manual for Ammunition and Explosives

MIL-STD-1171A Acceptance and Description Sheets (For Propellants and Explosives)



NOTE: Alternate test methods may be considered.

## SPECIFICATIONS

### Military Specifications:

MIL-W-181	Wax, Candellila
MIL-DTL-244	Nitrocellulose
MIL-N-246	Nitroglycerin
MIL-T-301	Triacetin (Glycerol Triacetate)
A-A-59317 MIL-C-306 may be used.)	Carbon Black (Note: the test methods of either A-A-59317 or the cancelled specification
MIL-N-3399	2-Nitrodiphenylamine (2-NDPA)
MIL-D-22346	Di-Normal-Propyl-Adipate
MIL-B-85735	Ballistic Modifier LC-12-15
OS 12255	Aluminum Powder, Atomized

### Naval Air Systems Command (Code Ident 30003)

AS 3028C	Propellant, Double-Base, NOSIH-AA-6
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## PUBLICATIONS

### Naval Sea Systems Command (Code Ident 53711)

OD 9376	Standard Methods and Procedures for the Strand Burning-Rate Evaluation of Rocket Propellant Powder
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### American Society for Testing and Materials

ASTM D 638	Tensile Properties of Plastics
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### Code of Federal Regulations

49 CFR 100-199	Transportation
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### Data Item Descriptions (DIDs):

DI-CMAN-80640C	Request For Deviation (RFD)
DI-MISC-81356	Certificate of Compliance
DI-RELI-81315	Failure Analysis And Corrective Action Report

DI-MGMT-80555                      Program Progress Report  
DI-NDTI-81307                     First Article/Lot Acceptance Test Plan

## 2.1       ORDER OF PRECEDENCE:

In the event of a conflict between the text of this Statement of Work and the references cited herein, the text of this Statement of Work shall take precedence. Nothing in this Statement of Work or references cited herein, however, shall supersede applicable laws and regulations unless a specific exemption has been obtained.

## 2.2       SOURCE OF GOVERNMENT DOCUMENTS:

Copies of specifications, standards, and publications required by suppliers in connection with specific procurement functions should be obtained from:

On-line at <http://assist.daps.dla.mil/quicksearch/> or [www.dodssp.daps.mil](http://www.dodssp.daps.mil) or mail a request to:

Standardization Document Order Desk  
700 Robbins Avenue, Building 4D  
Philadelphia, PA 19111-5094

Copies of Naval Air Systems Command specifications required by suppliers of material defined by this statement of work should be obtained from:

Commander  
Naval Surface Warfare Center/Indian Head Division  
101 Strauss Avenue  
Indian Head, MD 20640  
Attn: Ruth Adams, Code 1142, Building 1558

Commander  
Naval Surface Warfare Center/Indian Head Division  
101 Strauss Avenue  
Indian Head, MD 20640  
Attn: Tim Appleby, Code 2310A, Building 526

## 3.0       REQUIREMENTS

### 3.1       GENERAL:

The offeror shall manufacture, inspect, test, and deliver the NOSIH-AA-6 sheetstock per the applicable documents listed in Section 2.0.

### 3.2       DOCUMENTATION:

The offeror shall provide the documentation as specified by this Statement of Work and the attached Contract Data Requirements Lists (CDRLs), form DD 1423.

#### 3.2.1     Requests for Deviation (RFD)

The offeror is responsible for preparing and submitting all requests for deviation. The offeror shall prepare and submit a single request for deviation for each proposed change to the engineering requirements as specified on the applicable drawings, specifications, Statement of Work, and contract. All requests for deviation shall be submitted per deliverable CDRL A001.

### 3.2.2 Discrepancy Reports

Within 5 days of identifying a discrepancy to the SOW, or contract requirements, the offeror shall prepare and submit a discrepancy report describing the discrepancy observed and proposed corrective actions. Discrepancy reports are a deliverable per CDRL A002.

### 3.2.3 *Certificates of Compliance*

Certificates of Compliance shall accompany every test report for each production lot, sheetstock delivery, and every request sited within this SOW. These certificates of compliance shall certify that all inspection and test data submitted is accurate and that the sheetstock submitted meets the requirements of the specifications, SOW, and contract. The Certificate of Compliance shall include the signature of a contract representative authorized to make such certification. Certificates of Compliance are deliverables per CDRL A003.

### 3.2.4 Progress Reports

The offeror shall submit monthly progress reports. These reports shall be the vehicle where by NSWC/IHDIV may be appraised as to work accomplished, work remaining, key personnel changes, milestone achievement, quality problems, raw material procurement schedules, tooling plans, and potential process changes. This report cycle starts on the award date of the contract and continues until the contract is completed. Progress reports are deliverables per CDRL A004.

### 3.2.5 Quality Assurance Program Plan

All production, inspection, and testing shall adhere to the requirements of this document which is submitted as part of the bid technical evaluation. The plan may be reviewed by the government at their request, amended if necessary by the contractor, and published within 20 days after receipt of a government approved draft. If any changes are made to the Quality Assurance Program Plan during the use of this contract, the contractor shall notify NSWC/IH in writing of these changes. Changes to the QA Program Plan could result in the necessity of additional first article testing. This additional first article sample and test series shall be at the vendor's expense.

### 3.2.6 Propellant Description Sheet

A Propellant Description Sheet shall be prepared and submitted to the procuring activity within 15 business days after completion of each production lot. This report shall document the test methodology used to perform the lot testing and it shall document the results of each inspection/test. The format of this report shall be in accordance with MIL-STD-1171A.

### 3.2.7 First Article/Production Lot Acceptance Test Plan

At least one month prior to initiating first-article and/or full-scale production work, the offeror shall submit a lot acceptance test plan for the procuring activity's review and disposition. The procuring activity will submit a response within 5 business days. The offeror shall submit the final approved version of the lot acceptance test plan within 10 days after receipt of a government approved draft. The first article/lot acceptance test plan is a deliverable per CDRL A005. The offeror shall ensure that the NOSIH-AA-6 propellant manufactured was evaluated using acceptance test and inspection plans which ensure the delivered propellant conforms to the applicable specifications. All testing must be performed as stated in the referenced specifications.

## 3.3 Manufacture and Test

### 3.3.1 Linters Material

The NOSIH-AA-6 sheetstock shall be manufactured from German Gluckstadt baled high/low viscosity blended cotton linters. The cotton linters shall be directly nitrated to a 12.4 ± 0.1 wt% nitrogen level.

### 3.3.2 Manufacturing Process

The manufacturing process shall begin with formulating a paste that contains the following materials: nitroglycerin, nitrocellulose, 2-NDPA, triacetin, carbon black, candelilla wax, and water. The paste is aged for several days before the aluminum, LC-12-15, and Di-N-propyl adipate is slurried in water, added to the paste, and the formulation is blended.

The slurry paste shall be processed through a series of roller operations. 20 to 25 wt% of slitter scrap must be added to the sheets during these operations. The final thickness of the propellant shall be 0.070 to 0.090 inch.

The sheets of NOSIH-AA-6 propellant are cut with slitters to a width of 4 ± 1/8 inches. The cut sheets are then coiled into "carpet rolls" with a diameter of 14.75 ± 1/4 inches and a minimum weight of 38 pounds. The carpet rolls are passed through a metal detector capable of detecting ferrous materials down to 4.8 millimeters in diameter, non-ferrous materials down to 6.35 millimeters in diameter, and stainless steel materials down to 7.6 millimeters in diameter.

A lot size of 85,000 to 90,000 pounds of NOSIH-AA-6 propellant is required per lot with the exception of the final lot to make up the balance of the contract requirements.

### Packaging and Shipment

The NOSIH-AA-6 propellant shall be packed out with two carpet rolls per lever pack. The lever packs shall be palletized for shipment. The offeror shall have a current interim hazard classification and at least submitted documentation to the DDESB to obtain an approved final hazard classification from the DDESB to transport the NOSIH-AA-6 propellant from the offeror's production facility to NSWC/Indian Head Division.

## 4.0 FIRST ARTICLE PRODUCTION/TESTING

The purpose of the first article production is to ensure that the NOSIH-AA-6 sheet propellant manufactured by the offeror will meet the specification requirements of AS 3028C (Propellant, Double-Base, NOSIH-AA-6), be capable of being extruded in a 15-inch horizontal press to form MK 88 MOD 0 Zuni propellant grains, and meet the ballistic performance requirements of specification WS 33726 (Propellant Grain, MK 88 MOD 0 (For Use in Rocket Motor Mark 71 MODs)). This testing will be performed on a quantity of 5,187 lbs (133 carpet rolls) of AA-6 sheetstock and 54 AA-6 Class 1 sheets from a single lot delivered by the offeror.

NOTE: Any offeror that has completed and passed the first article testing and NOSIH-AA-6 carpet roll production has not been shut down for more than two consecutive years can waive the requirements of Section 4.0 in this statement of work.

### 4.1 Carpet Roll Testing:

4.1.1 The AA-6 sheetstock requalification will consist of two phases. In the first phase, the lot will be analyzed against Specification AS 3028C (Propellant, Double-Base, NOSIH-AA-6) for chemical composition, physical properties, and ballistic parameters. The lot must also meet the requirements of Section 3 of this SOW. These results will be compared with the numbers the offeror supplies us. The AA-6 sheetstock lot will undergo rheological tests in a capillary die machine to determine processability in an extrusion press.

4.1.2 In the second phase of the requalification, the lot will be extruded in a 15-inch horizontal press at NSWC/Indian Head Division. Processability of the NOSIH-AA-6 propellant will be investigated by extruding at least 4 heats (48 rolls) of propellant. Following internal/ external inspection, all grains will be X-rayed. All Code "A"

grains from X-ray inspection will be processed into MK 88 Zuni grains. The ballistic performance of the propellant will be analyzed by loading the grains into static fire hardware for ballistic testing. The grains will be equally distributed between hot and cold firings.

#### 4.1.3 Testing/Procedures:

4.1.3.1 Internal/External Inspection: Perform the internal and external inspections specified in the MK 88 Zuni grain Technical Data Package.

4.1.3.2 Static Firing: After the MK 88 Zuni grains are loaded into MK 71 static fire hardware, condition half of the motors at -40°F and the second half at 140°F. Static fire all motors. Record ignition delay, action time, maximum pressure, thrust, and impulse.

#### 4.1.4 Pass/Fail Criteria

The first article sample will fail if:

- a. The test results from the Table III testing do not meet the AS 3028C requirements.
- b. The AA-6 propellant cannot be extruded.
- c. The ballistic test results do not meet the AS 3029 requirements.

#### 4.2 First Article Approval

The government will evaluate all first article approval testing and will notify test results to contractor within 30 calendar days after receipt of the first article test units.

### 5.0 SHEETSTOCK PRODUCTION

All sheetstock delivered shall be representative of the processing performed under the first article manufacturing process. This means that the sheetstock shall be manufactured and processed using the same materials, processes, and procedures that were used during first-article production. If at any time, a production test lot fails to meet the requirements of the applicable specifications, SOW, and/or contract, the production lot submission will be rejected without further testing. If any part of the manufacturing process requires modification from the approved first article steps, a revised Quality Assurance Program Plan shall be submitted to NSWC/IHDIV for review/approval before the revisions can be used.

#### 5.1 SHEETSTOCK MANUFACTURE

NSWC/IHDIV will order a quantity of 375,000 lbs of carpet rolls divided across five production lots (four each at 80,000 lbs and one at 65,000 lbs respectively) and 54 Class 1 sheets of NOSIH-AA-6 sheet propellant for each production lot per Specification AS 3028C. 20-25 wt% NOSIH-AA-6 slitter scrap shall be added to each lot of propellant manufactured.

#### SHEETSTOCK CHEMICAL, PHYSICAL, AND BALLISTIC TESTING

The NOSIH-AA-6 sheetstock will be analyzed per the test requirements of Specification AS 3028C and Section 3 of this SOW. Two sets of samples shall be taken. One set of samples will be analyzed by the offeror and the second set of samples will be shipped to NSWC/IHDIV for analysis. Each pair of samples shall be taken from the same location to ensure the samples are comparable.

#### 5.3 NOSIH-AA-6 Propellant Delivery

Once a lot of NOSIH-AA-6 propellant passes the requirements called out in Section 5.2 of this Statement of Work, the Class 1 sheets can be immediately shipped to NSWC/IHDIV. All Class 2 carpet rolls will be stored at the offeror's facility until NSWC/IHD requests delivery of the carpet rolls. The quantity of carpet rolls requested by NSWC/IHD shall be palletized. Shipping costs for the propellant delivery to NSWC/IHDIV shall be included in this contract price.

## 6.0 QUALITY ASSURANCE PROVISIONS

### 6.1 Responsibility for Inspection

Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified, the contractor may utilize his own facilities or any commercial laboratory acceptable to the government. The government reserves the right to perform any of the inspections set forth in the specifications or this statement of work. The test procedures called out in the specifications or this statement of work are the standards by which all testing shall be performed.

### 6.2 Government Inspection of Facilities

The Government, through any authorized representative, may visit the plant or plants of the contractor or of any subcontractors engaged in the performance of this contract.

If any examination or test is made by the Government on the premises of the contractor or a subcontractor, the contractor shall provide and require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All examinations and tests by the Government shall be performed in such a manner as will not unduly delay work.

Final inspection and acceptance of first article and/or production quantities will be made by an authorized representative of the Contracting Officer at the contractor's plant prior to shipment.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 2 EXPLOSIVE OR HAZARDOUS MATERIALS – PACKAGING & LABELING  
(NAVSEA IHD)**

(a) Packaging, Packing, Marking and Labeling of Explosive materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, placarded, etc) for shipment in accordance all applicable Department of Transportation/Department of Defense regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstance shall the contractor knowingly use materials, markings or procedures that are not in accordance with law and regulations applicable to the mode of transportation employed.

Mode of Transportation	Applicable Regulation
1. Domestic Highway	A
2. Domestic Commercial Air	A, B
3. Export Surface	A, C, E
4. Export Commercial Air	A, B, E
5. Export Military Air (MAC)	D, E

## List of Regulations

- A. Code of Federal Regulations Title 49
- B. International Air Transport Association (IATA) Dangerous Goods Regulation
- C. International Maritime Organization (IMO) Dangerous Goods Regulation
- D. Air Force Joint Manual (AFJAM) Preparation of Hazardous Materials for Military Air Shipment
- E. Export shipments are also subject to the domestic regulations indicated to transport the material to the port of embarkation (POE).

(c) Markings listed below are a minimum for acceptance of the material:

- 1. Proper Shipping Name, UN Number, Name and Address of Shipper and Consignee as required by all the above regulations.

(d) Additional Required Markings for EXPLOSIVE Material

- 1. National Stock Number 13676-01-122-5290 or  
Local Stock Number 1377LLIH52538
- 2. Material Item Nomenclature
- 3. Lot # / Quantity contained in this package
- 4. Net Explosive Weight / Gross Weight of Package

(e) A packing list must be placed on the outside of the package with the shipping papers (i.e. DD 250, DD 1149, etc) enclosed. The shipping papers must include the technical point of contact at Destination for Delivery. All other documentation should be placed in a separate packing list.

TECHNICAL POINT OF CONTACT FOR DELIVERY:

NAME: Tim Appleby  
CODE: 2310A  
PHONE NUMBER: (301) 744 -2442

CLAUSES INCORPORATED BY FULL TEXT

**IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

(a) Marking shall be in accordance with ASTM D 3951-90,  
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg: 1104 (Explosives Scale)

Code:

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate



## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 44 - INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)(NAVSEA/IHD) FEB 2000**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the Government at the contractor's or subcontractor's plant located at \_\_\_\_\_\*\*\_\_\_\_\_. The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions shall not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by the Government within 45 days after receipt at destination.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

## REQUIRED DELIVERY SCHEDULE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30 DAYS AFTER AWARD	1 LOT	INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER BLDG. 1104 (EXPLOSIVE SCALES) INDIAN HEAD MD 20640	N/A
0002	N/A	N/A	INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER 101 STRAUSS AVE INDIAN HEAD MD 20640 ATTN: GLORIA PANNING	N/A
0003	ON OR BEFORE 30 JULY 2005	N/A	SAME AS CLIN 0001	N/A
0004	N/A	N/A	SAME AS CLIN 0002	N/A
0005	AS SPECIFIED UPON EXERCISING OF THE OPTION*	N/A	SAME AS CLIN 0001	N/A
0006	N/A	N/A	SAME AS CLIN 0002	N/A
0007	AS SPECIFIED UPON EXERCISING OF THE OPTION*	N/A	SAME AS CLIN 0001	N/A
0008	N/A	N/A	SAME AS CLIN 0002	N/A
0009	AS SPECIFIED UPON EXERCISING OF THE OPTION*	N/A	SAME AS CLIN 0001	N/A
0010	N/A	N/A	SAME AS CLIN 0002	N/A
0011	AS SPECIFIED UPON EXERCISING OF THE OPTION *	N/A	SAME AS CLIN 0001	N/A
0012	N/A	N/A	SAME AS CLIN 0002	N/A

\*THE REQUIRED DELIVERY IS AS FOLLOWS FOR STEPLADDER QUANTITIES:

<u>QTY ORDERED</u>	<u>REQUIRED DELIVERY SCHEDULE</u>
1,000 – 50,000	60 DAYS AFTER EXERCISING OF THE OPTION
50,001- 100,000	90 DAYS AFTER EXERCISING OF THE OPTION
100,001- 200,000	90 DAYS AFTER EXERCISING OF THE OPTION
200,001 - 300,000	90 DAYS AFTER EXERCISING OF THE OPTION
300,001- 400,000	120 DAYS AFTER EXERCISING OF THE OPTION

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

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Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

## 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

## 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers

without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

**IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000**

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 2310A – Tim Appleby.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**

## (a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:	Joyce Weaver
Phone Number:	(301)744-6575
Payments/Invoicing:	Geneva Wesley
Phone Number:	(301)744- 4840
Technical Representative:	Tim Appleby
Phone Number:	(301)744- 2442

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patricia Kragh at (301) 744-6669 .

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<b><u>HOLIDAY</u></b>	<b><u>DATE OF OBSERVANCE</u></b>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<b><u>AREA</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7037	Evaluation of Offers for Air Circuit Breakers	APR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **30 DAYS**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

##### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government

business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety



Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event

or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of

this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in

the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_ ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.com

(End of clause)

## 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

## 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition. "Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

(i) Bulk,

(ii) Ammunition;

(iii) Rockets;

(iv) Missiles;

(v) Warheads;

(vi) Devices; and

(vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

(i) Inert components containing no explosives, propellants, or pyrotechnics;

(ii) Flammable liquids;

(iii) Acids;

(iv) Powdered metals; or

(v) Oxidizers;

(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M hereafter referred to as "the manual", in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety. (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance. (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors. (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

(End of clause)



Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

1. Past Performance Coversheet
2. Past Performance Questionnaire
3. Past Performance Maxtix
4. First Article Test Plan
5. Detail Specification
6. Data Item Descriptions

\* Please Note Items 1-3 will be removed at time of award.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

#### 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)



The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their

corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-2	Service Of Protest	AUG 1996
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.217-7026	Identification of Sources of Supply	NOV 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

(End of clause)

**HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA)**  
**(JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NSWC Indian Head, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing

contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

#### **HQ L-2-0009 - SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)**

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

#### **HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

#### **IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

##### **THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

**GENERAL INFORMATION:** Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the

contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B & any other pertinent cost/price information. Volume I
2. Four (4) copies of the technical proposal, Volume II.
3. Two (2) copies of the past performance information, Volume III.
4. One (1) copy of the Subcontracting Plan & a minimum of one (1) SF 294, Volume IV. (If required)

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:** (Listed in order of importance)

Information shall be submitted in three separate volumes or folders as detailed below.

The following factors, listed in descending order of importance, will be used to evaluate and select the best value offeror.

- I. Technical Capability
- II. Past Performance
- III. Cost/Price
- IV. Subcontracting Plan

**Volume 1 – TECHNICAL CAPABILITY** Shall address Sub-Factors as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

**I. TECHNICAL CAPABILITY (Maximum Score 100%)**

(The sub-factors below are listed in descending order of importance)

- 1.0 Manufacturing/Processing
- 2.0 Experience
- 3.0 Facilities
- 4.0 Quality Assurance
- 5.0 Documentation

**1.0 Manufacturing/Processing**

1.1 Using the requirements of the applicable specifications and Statement of Work (SOW) provide a detailed description of your proposed manufacturing process for NOSIH-AA-6 propellant. The description should detail the entire process from the ordering of raw materials to the acceptance of the finished product at NSWC/IH. The description should include a detailed process flow diagram, timeline, and quality control hold points. Although exact dates are not required in response to this solicitation, this chart shall identify the start time as the award of contract and include sequential start and finish times for the following events. The chart should contain, as a minimum, the following timelines:

- a. Award of Contract
- b. Ordering of production raw materials
- c. Receipt of production raw materials
- d. Start of all operations in the manufacturing process
- e. Inspection hold points
- f. Completion of all operations in the manufacturing process
- g. Final inspection of production materials

1.2 Provide a list of sub-contractors that will be used to support the manufacturing of the NOSIH-AA-6 propellant and cross reference them to the process flow diagram submitted under section 1.1 of this evaluation form. The list should also include the company name, address, technical point of contact and phone number.

1.3 Identify any foreseeable problem areas in the manufacturing process that will affect the delivery schedule. What plans do you have to eliminate them? If no problems, why? Provide the maximum production rate for NOSIH-AA-6 production based on current plant configuration and operations personnel.

1.4 What are the greatest risks your company would face if awarded this contract? Provide a risk mitigation plan for each one.

## **2.0 Experience**

2.1 Provide a description of similar production work to that of the NOSIH-AA-6 carpet roll propellant, relevant to the Statement of Work, that your facility has done in the past or is currently working on. The description should provide detailed information about requirement similarities between the current/former program(s) and this program, information about the production quantities and delivery schedule, and whether there were any delays or problems with the program(s). The description should also include information about the program(s) duration and sponsor.

## **3.0 Facilities**

3.1 Provide a list of your facility's equipment (specify owned and/or currently leased) that will be required to manufacture the NOSIH-AA-6 carpet roll propellant. The list of equipment should be cross-referenced to the process flow diagram submitted under section 1.1 of this evaluation.

3.2 Is the equipment currently being used and/or under a preventative maintenance plan? How often is equipment used? If not being used, how long has it been dormant?

3.3 Describe any safety programs your facility uses to ensure safe manufacturing processes.

## **4.0 Quality Assurance**

4.1 Identify the quality and process controls that will be used to ensure that the end item will be in compliance with the applicable specifications, SOW, and contract.

4.2 Describe the type of documentation and process that will be used to identify, record, and disposition non-conforming material, in-process rejects/reworks and characteristic discrepancies.

## **5.0 Documentation**

5.1 Provide a copy of your company's Quality Assurance Program Plan. The plan shall include but should not be limited to descriptions of the following:

- ?? Receipt/acceptance of raw materials
- ?? Identify and document key manufacturing characteristics
- ?? Packaging and Shipping
- ?? Ability to recognize and categorize critical defects
- ?? Ability to prevent and control the occurrence of critical defects

5.2 Describe your plan to maintain inspection and test records.

**VOLUME II – PAST PERFORMANCE** (Shall contain only the Past Performance Information, Not to exceed 12 pages total)



Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Attachment 3), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior-its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interest of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire (Attachment 2) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the reference to complete the past performance Questionnaire and return it directly to:

Naval Surface Warfare Center  
101 Strauss Ave, BLDG 1558  
Indian Head, MD 20640-5035  
Attn: Samantha Gray, Code 1142I

The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe may result in the inability of the Government to rank the offerors past performance.

The offeror shall explain, if any, the role that sub-contractors have played in contributing to the success and/or failures of the offeror and to what extent sub-contractor performance has contributed to the past performance evaluation.

**VOLUME III – COST/PRICE** (Shall contain only the cost/price information)

Although cost/price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Cost/price will be evaluated by the Contracts personnel to determine fair and reasonableness through the most appropriate method available.

This folder/binder shall contain (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed costs/prices fair and reasonable.

**VOLUME IV. SUBCONTRACTING PLAN**

Other than Small Business offerors shall submit a Small Business Subcontracting Plan. It should address all items cited in FAR 52.219-9 (Jan 2002) (see also 252.219-7003 (April 1996)). The plan will not be subject to merit evaluation it will be pass/fail only. Offeror's subcontracting plan shall become part of any resultant contract.

The proposed Small Business Subcontracting Plan will be reviewed to ensure that the contractor meets or exceeds the minimum requirements set forth by the Navy. The Navy's subcontracting goals for this requirement are 23% of the effort for Small Businesses; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% veteran owned, 3% of the effort for Service Disabled Veteran-Owned Businesses; and 3% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR clause 52.219-9 "Small Business Subcontracting Plan" (Jan 2002) and DFARS clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)" (April 1996) which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the

subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed. Offerors should also note that submission of the Subcontracting Plan shall be concurrent with the submission of the Offeror's proposal. The Government reserves the right to confer with the contractor on elements of the small business subcontracting plan; however, those conversations will not constitute discussions as defined in FAR 15.306(c).

The Offerors shall submit copies of final SF 294's for recent relevant contracts which best demonstrates their ability to achieve the proposed subcontracting goals. The SF 294's will be reviewed to determine the Offerors past performance in regards to meeting previously proposed subcontracting goals.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

**HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

**HQ M-2-0012 WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (JUL 2000)**

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s)

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(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$ 368,813.00 will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

**IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)**  
**(NAVSEA/IHD)**

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal  
 Past Performance  
 Cost/Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

**A. TECHNICAL PROPOSAL (In descending Order of Importance)**

1. The following technical factors shall apply:

Manufacturing/Processing  
 Experience  
 Facilities  
 Quality Assurance  
 Documentation

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

**B. PAST PERFORMANCE**

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained

in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

7. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:
  - i. **Product Quality.** The offeror's demonstrated ability to conform to contract specification requirements.
  - ii. **Reliability.** The offeror's demonstrated ability to conform to contract requirements.
  - iii. **Timeliness.** The offeror's demonstrated ability to meet contract schedules and delivery dates.
  - iv. **Customer Satisfaction.** The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
  - v. **Program Management.** The offeror's ability to meet or exceed its subcontracting plans.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average** - The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

**N/A** - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

#### C. COST/PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

#### D. SMALL BUSINESS SUBCONTRACTING PLAN

The subcontracting plan shall be evaluated separate and distinct from all other capability subfactors. It will be evaluated to insure the offeror has a plan that complies with the Navy's stated goals or that the offeror has provided

an explanation as to why those goals cannot be met. Also, the required SF 294's will be used to evaluate the Offeror's ability to meet previously proposed subcontracting goals. The Contracting Officer may, pursuant to FAR 15.306, conduct exchanges of information with respect to subcontracting plan issues only and these exchanges of information shall not constitute discussions as defined in Part 15 of the FAR.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

### **METHODOLOGY**

The offerors' submission in response to Factor I, Technical Capability, shall be reviewed by the technical review team. Each sub-factor shall be reviewed based on the merits of the information contained in the offerors' submission. Evaluators must not assume nor allow any prior knowledge of the offeror to effect the evaluation and the score. Each sub-factor shall be reviewed and assigned a score as follows:

**Sub-factor 1.0** – Manufacturing/Processing, Assigned a range of 0 to 40 points

**Sub-factor 2.0** - Experience, Assigned a range of 0 to 25 points

**Sub-factor 3.0** - Facilities, Assigned a range of 0 to 20 points

**Sub-factor 4.0** – Quality Assurance, Assigned a range 0 to 10 points

**Sub-factor 5.0** – Documentation, Assigned a range of 0 to 5 points

Factors II, III and IV shall be reviewed by contracts personnel.

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offeror	Factor I Tech Capability*	Factor II Past Performance	Factor III Cost/Price
A	88	Excellent	\$36,000
B	93	Excellent	\$47,500
C	0 **	Good	\$39,500
D	82	Excellent	\$37,200
E	93	Poor	\$38,500

\* Not to exceed 100

\*\* Offeror did not comply with RFP instructions - was not evaluated

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award(s) will be made to the offerors that represents the Best Value to the Government. If the offeror with the highest score also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher score has a higher price, then a determination must be made whether the difference in value is worth the higher price.

**PAST PERFORMANCE QUESTIONNAIRE COVERSHEET**

**FOR SOLICITATION NUMBER N00174-05-R-0012**

Offeror's Name: \_\_\_\_\_

\*\*\*\*\*

Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

\_\_\_\_\_

Length of time your agency/activity has been involved with the offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY \_\_\_\_\_**

**TO:**

**NAVSEA Indian Head, Surface Warfare Center Division**

**101 Strauss Avenue, Bldg. 1558**

**Indian Head, MD 20640-5035**

**Attn: Samantha Gray, Contract Specialist, Code 1142I**

**e-mail address: samantha.gray@navy.mil**

**Fax: 301-744-6547**

\*\*\*\*\*

**RATING SCALE**

Please use the following ratings to answer the questions.

**EVALUATION CRITERIA**

**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average** - The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

**N/A** - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

## Past Performance Questionnaire Interview Sheet

[illegible]

## CUSTOMER SATISFACTION

The referenced contractor was responsive to the customer's needs.

The contractor's personnel were qualified to meet the requirements.

The contractor's ability to accurately estimate cost.

## TIMELINESS

The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.

## TECHNICAL SUCCESS

The contractor has a clear understanding of the tasks detailed in the SOW and/or delivery orders.

The contractor's ability to complete tasks correctly the first time.

The contractor's ability to resolve problems.

## PROGRAM MANAGEMENT

Did the contractor successfully manage its subcontractors?

Was the contractor's management effective in controlling cost, schedule and performance requirements?

## QUALITY

The contractor's quality and reliability of services/ products delivered.

**PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:**

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?



### PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

**FIRST ARTICLE TEST PLAN FOR NOSIH-AA-6  
CARPET ROLL PROPELLANT  
SPECIFICATION AS3028C**

**1.0 General**

a. The quantity of NOSIH-AA-6 propellant submitted for inspection under this test plan shall be 5,187 lbs (133 carpet rolls) of NOSIH-AA-6 sheetstock and 54 NOSIH-AA-6 Class 1 sheets from a single lot.

**2.0 Examination of Required Certification and Data**

a. The following certifications and data shall be reviewed for information content and adherence to specifications as submitted by the contractor:

?? Propellant Description Sheet

?? Certificate of Compliance

**3.0 Tests to be Performed by NSWC/Indian Head Division**

a. The first-article NOSIH-AA-6 propellant lot will be extruded in a 15-inch horizontal press at NSWC/Indian Head Division. Processability of the NOSIH-AA-6 propellant will be investigated by extruding at least 48 carpet rolls of propellant. All billets extruded will be subjected to the testing of WS 33726, "Propellant Grain, MK 88 MOD 0". The ballistic performance of the propellant will be analyzed by loading twenty-two MK 88 MOD 0 propellant grains into static fire hardware for ballistic testing. Ballistic testing of the motor tubes will be performed by NSWC/Indian Head Division per WS 33725. The following tests will be conducted:

?? Condition 11 MK 71 MOD 2 rocket motors @ - 40 ?F for 8 hours and then static fire the rocket motors.

?? Condition 11 MK 71 MOD 2 rocket motors @ 140 ?F for 8 hours and then static fire the rocket motors.

?? Inspect all units for evidence of excessive discolorations, burn-throughs, fractures, and gas leakage.

**4.0 Acceptance of First Article Units**

a. Upon reviewing all certifications/data by the offeror and performing testing at NSWC/IHD called out in this First Article Test Plan, if any certification/testing fails the specification requirements, that shall be grounds to reject the first article.

INCH-POUND

DIL AS 3028C  
03 November 2004  
SUPERSEDING  
AS 3028B  
29 May 1986

DETAIL SPECIFICATION  
ITEM SPECIFICATION  
FOR THE  
PROPELLANT, DOUBLE-BASE, NOSIH-AA-6

Prepared for:  
NAVAL AIR SYSTEMS COMMAND  
DEPARTMENT OF THE NAVY

Prepared by:  
Indian Head Division  
Naval Surface Warfare Center  
101 Strauss Avenue  
Indian Head, MD 20640-5035

SUBMITTED BY:

*Michelle Thomas*  
Michelle Thomas  
ZUNI Rocket Motor Project Engineer  
Indian Head Division, NSWC

DATE: *Nov. 4, 2004*

APPROVED FOR USE AS  
PRODUCT BASELINE BY:

*Charles E. Paras*  
Charles E. Paras  
Rocket Systems Technical Manager  
Indian Head Division, NSWC

DATE: *8 Nov 04*

FSC 1340

ITEM SPECIFICATION FOR THE  
PROPELLANT, DOUBLE-BASE, NOSIH-AA-6

## 1. SCOPE

**1.1 Scope.** This specification covers the requirements for two classes of double-base propellant, NOSIH-AA-6 (see 6.1).

**1.2 Classification.** The propellant shall be furnished in the following classes (see 6.2):

Class 1	Sheet
Class 2	Carpet roll

## 2. APPLICABLE DOCUMENTS

**2.1 General.** The documents listed in this section are specified in sections 3, 4, or 5 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements of documents cited in sections 3, 4, or 5 of this specification, whether or not they are listed.

### 2.2 Government documents.

**2.2.1 Specifications, standards, and handbooks.** The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

### FEDERAL SPECIFICATIONS

A-A 59317	Carbon Black
-----------	--------------

### DEPARTMENT OF DEFENSE SPECIFICATIONS

MIL-W-181	Wax, Candelilla
MIL-DTL-244	Nitrocellulose
MIL-N-246	Nitroglycerin
MIL-T-301	Triacetin (Glyceryl Triacetate)
MIL-N-3399	2-Nitrodiphenylamine
MIL-D-22346	Di-Normal-Propyl Adipate
MIL-B-85735	Ballistic Modifier LC-12-15

### DEPARTMENT OF DEFENSE STANDARDS

MIL-STD-130	Marking of U.S. Military Property
MIL-STD-286	Propellants Solid: Sampling, Examination, and Testing

(Copies of these documents are available online at <http://assist.daps.dla.mil/quicksearch/> or [www.dodssp.daps.mil](http://www.dodssp.daps.mil) or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

**2.2.2 Other Government documents, drawings, and publications.** The following other Government documents, drawings, and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

#### SPECIFICATIONS

##### Bureau of Naval Weapons (Code Ident 10001)

OS 12255                      Aluminum Powder, Atomized

#### PUBLICATIONS

##### Naval Sea Systems Command (Code Ident 53711)

OD 9376                      Standard Methods and Procedures for the Strand Burning-Rate Evaluation of Rocket Propellant Powder

(Application for copies should be addressed to Commanding Officer, Naval Surface Warfare Center, Code 4230, Indian Head Division, 101 Strauss Avenue, Indian Head, MD 20640.)

**2.3 Non-Government publications.** The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

##### American Society for Testing and Materials (ASTM)

ASTM D 638                      Tensile Properties of Plastics

(Copies of these documents are available online at [www.astm.org](http://www.astm.org) or from the American Society for Testing and Materials Customer Service, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.)

**2.4 Order of precedence.** In the event of a conflict between the text of this document and the references cited herein (except for related specification sheets), the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

### 3. REQUIREMENTS

**3.1 First article.** When specified in the contract or purchase order, a sample shall be subjected to first article inspection (see 4.3 and 6.3).

**3.2 Composition.** The propellant shall consist of the materials specified in table I within the tolerances specified. It is recommended that the weight percentage of nitroglycerin be no lower than 38.0 percent.

TABLE 1. Composition.

Material	Specification	Percent by weight (nominal)
Nitrocellulose	MIL-DTL-244 <sup>1</sup>	49.00
Nitroglycerin	MIL-N-246	38.80
Triacetin	MIL-T-301	3.25
Di-n-propyl adipate	MIL-D-22346 <sup>2</sup>	2.00
2-Nitrodiphenylamine	MIL-N-3399	2.00 (1.80 min)
LC-12-15	MIL-B-85735	3.30
Candelilla wax	MIL-W-181	0.1
Carbon Black	A-A-59317 <sup>3</sup>	0.05
Aluminum	OS 12255	1.50

- 1 Grade A pyrocellulose, processed from cotton linter cellulose. The nitration level shall be  $12.4 \pm 0.1\%$ .  
 2 Except the saponification number shall be 450 to 490, the specific gravity shall be 0.972 to 0.982 and the refractive index shall be 1.4290 to 1.4298.  
 3 Except the bulk density shall be 0.14 to 0.50 gram per cubic centimeter, percent ash shall be 1.0 maximum, water soluble material shall be 0.9% maximum, fixed carbon shall be 96.0% minimum, and percent moisture shall be 2.0 maximum.

### 3.3 Dimensions.

**3.3.1 Class 1 - sheet.** Unless otherwise specified in the contract or purchase order, flat sheets shall be of the following dimensions:

Length	33 inches $\pm$ 3 inches
Width	4 inches $\pm$ 1/8 inch
Thickness	0.070 to 0.090 inch

**3.3.2 Class 2 - carpet rolls.** Unless otherwise specified in the contract or purchase order, carpet rolls shall be of the following dimensions:

Thickness of component sheet	0.070 to 0.090 inch
Width of roll (parallel to axis)	4 inches $\pm$ 1/8 inch
Diameter of roll	14.75 inches $\pm$ 1/4 inch
Minimum weight	39.0 pounds

**3.4 Total volatiles.** The total volatiles content shall be no greater than 0.60 percent when tested in accordance with 4.5.2.

**3.5 Heat of explosion.** The mean ( $\bar{H}_o$ ) and standard deviations ( $S_H$ ) shall be determined in accordance with 4.5.3. The following criteria, illustrated in figure 1, shall apply:

$$\bar{H}_o + S_H \leq 1054 \text{ calories per gram}$$

$$\bar{H}_o - S_H \geq 1034 \text{ calories per gram}$$

$$S_H \leq 8.0 \text{ calories per gram}$$

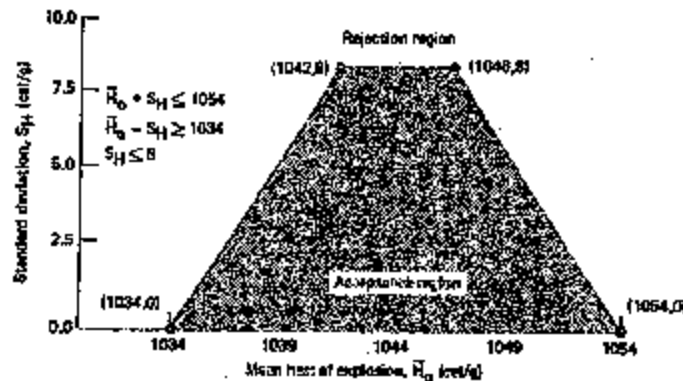


FIGURE 1. Acceptance chart for heat of explosion requirement.

**3.6. Average strand-burning rate.** The average of the five individual strand-burning rate determinations at each temperature and pressure shall be within the specification limits of table II when the burning is conducted under the controlled conditions of pressure and temperature specified in table II. If one or more pressure and temperature data points lie outside the specification limit, the following acceptance criteria shall apply:

- The sum of the squares of the differences as computed in 4.5.4.1 (b) shall not exceed 0.0007 inch squared per second squared.
- The ranges of burning-rate levels for each of the 10 sets of five shots as computed in 4.5.4.1 (c) shall not exceed 0.050 inch per second (in/sec).

TABLE II. Strand-burning rate.

Pressure (psia)	Burning rate (in/sec)	
	Lower limit, -65 deg. F	Upper limit, 165 deg. F
1200	0.560	0.700
1600	0.520	0.700
2000	0.420	0.760
2400	0.440	0.800
2800	0.490	0.900

**3.7 Talant stability.** The slope of the pressure time curve at 100 minutes shall not exceed 1.10 millimeters of mercury per minute (see 4.5.5).

**3.8 Scrap material.** Scrap sheet from the slitter operation may be incorporated uniformly with virgin stock during rolling.

**3.9 Physical properties.** When treated in accordance with 4.5.7, maximum stress shall be 630 pounds per square inch (minimum) and maximum strain shall be 0.180 inch/inch (minimum).

**3.10 Workmanship.** The sheet or carpet rolls shall be substantially homogeneous and free of foreign matter.

#### 4. VERIFICATION

**4.1 Classification of inspections.** The inspection requirements specified herein are classified as follows:



- a. First article inspection (see 4.3)
- b. Quality conformance inspection (see 4.4).

**4.2 Inspection conditions.** Unless otherwise specified (see 6.2), all inspections shall be performed as specified in the applicable test method of 4.5.

**4.3 First article inspection.** First article inspection shall be performed after award of contract and prior to production by a facility designated in the contract or order (see 6.2). First article inspection shall be performed on sample units which have been produced using the same materials, equipment, processes and procedures as will be used in regular production. All parts and materials, including packaging and packing shall be the same as used for regular production and shall be from the intended sources of supply.

**4.3.1 Sample size.** The first article sample shall be as specified by the procuring activity.

**4.3.2 Inspection routine.** The sample shall undergo the tests specified in 4.5 and any additional tests as specified by the procuring activity.

**4.3.3 Failure.** Failure of the sample to meet the requirements of this specification shall be cause for rejection of the first article sample.

**4.4 Quality conformance inspection.** Quality conformance inspection shall consist of the tests specified in 4.5. Failure of the propellant samples to meet any requirement of this specification shall be cause for rejection of the lot represented.

**4.4.1 Lot size.** Unless otherwise specified (see 6.2), the production lot size shall consist of not more than 200,000 pounds. A lot shall consist of material from a single production line with homogeneous manufacturing techniques.

**4.4.2 Sampling.** Each lot of propellant submitted for acceptance shall be sampled by the contractor under the direction of the Government inspector. Fifty-four individual even-speed-rolled sheets shall be selected at random for each inspection lot. A sample at least 11 inches long by 4 inches wide shall be cut at random from each of the 54 sheets selected. The long axis of each sample shall lie in a direction which is parallel to the final rolling. The samples shall be numbered consecutively to facilitate proper testing sequence. From each of the 50 samples, four individual test samples shall be selected in accordance with figure 2 and these shall be further sampled and prepared for laboratory tests as described in 4.4.2.1 through 4.4.2.4. From each of the remaining four samples, four individual tensile specimens shall be selected in accordance with figure 3 for testing as described in 4.5.7.

**4.4.2.1 Test sample A: heat of explosion determination.** Eight samples shall be selected at random from the 50 samples designated. From each of the eight samples, a portion weighing at least 20.0 grams shall be reduced in size in a Wiley Mill (or equivalent) to pass through a U.S. No. 20 mesh screen. Each of the resultant samples shall be stored in a separate moisture-tight container made from one of the following materials compatible with the propellant: tin plate, aluminum, glass, or stainless steel. Each container shall be properly identified, in accordance with MIL-STD-130, for example:

Test Sample A  
 Sample No. 5  
 NOSIH-AA-6 Lot 1917  
 Date sampled \_\_\_\_\_  
 Sampled by \_\_\_\_\_

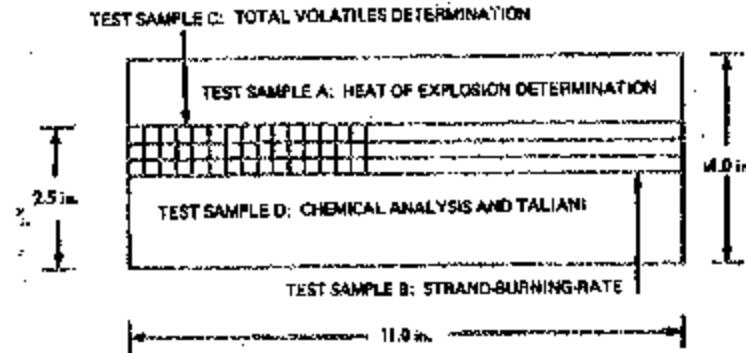


FIGURE 2. Division of sheet sample into four individual test samples.

**4.4.2.2 Test sample B: strand-burning rate determination.** From each of the sections after removal of the specimens for test sample A, as many 1/8 to 3/16-inch-wide strands as are needed to obtain one satisfactory strand shall be cut. The remainder of each of the sections plus unsatisfactory strands (if any) shall be saved for test sample D. The fifty 1/8-inch-wide strands thus obtained shall be further cut to a length of about 7 1/2 inches and the remaining short lengths shall be retained for test sample C. The resultant 7 1/2-inch-long strands shall be stored in moisture-tight containers and properly identified.

**4.4.2.3. Test sample C: total volatiles determination.** Each of short lengths of 1/8-inch-wide strips remaining after the preparation of test sample B shall be cut to a length of 3.0 inches. Then each of these lengths shall be further reduced in size by cutting into approximately 1/8 inch squares. The resultant material (at least 20.0 grams in weight) shall be thoroughly blended, stored in a moisture-tight container, and properly identified.

**4.4.2.4 Test sample D: general chemical analysis and Tallani stability test.** From the material remaining after the preparation of test sample B and test sample C, a section weighing about 4.0 grams shall be selected from each of the 50 samples. These sections shall be reduced in size as described in method 509.3, MIL-STD-286, and blended thoroughly to give a uniform sample weighing at least 150 grams.

# AS 3028C

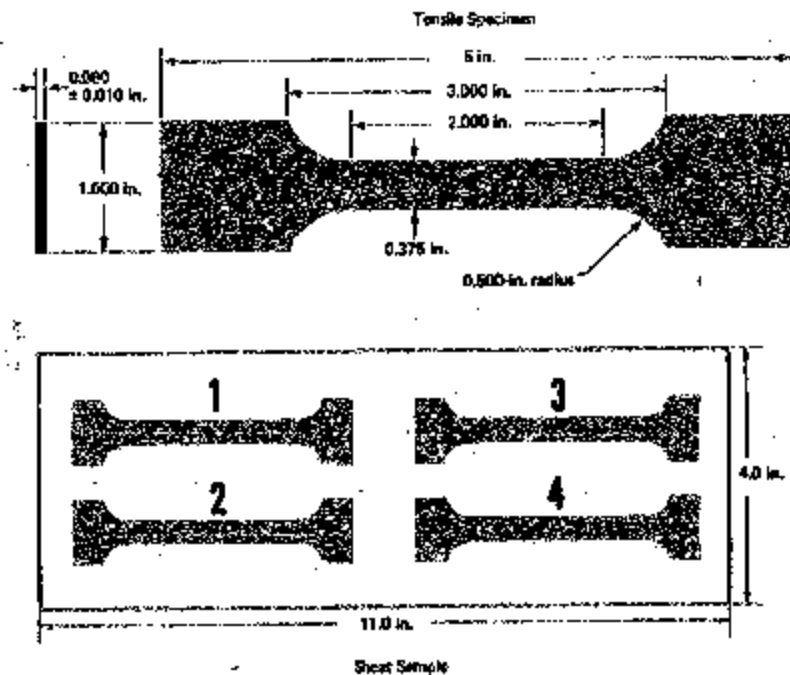


FIGURE 3. Sheet sample and tensile specimens.

## 4.5 Test methods.

**4.5.1 Chemical analysis.** A chemical analysis shall be carried out on each lot to determine conformance to 3.2. Test methods shall be as specified in table III.

TABLE III. Test methods.

Material	Method number of MIL-STD-286 or para. Herein
Nitrocellulose	209.2.1
Nitroglycerin	208.1.3
Triacetin	226.2.1
Di-n-propyl adipate	226.2.1
2-Nitrodiphenylamine	218.4.3
LC-12-15	316.1.1
Candelilla wax	see 4.5.8
Aluminum	314.1
Carbon Black	309.1.2

1 Using atomic absorption, determine ballistic modifier content by the following equation:

$$\% \text{ wt. of LC-12-15} = \frac{\% \text{ wt. lead found} \times 100}{\% \text{ wt. lead in LC-12-15}}$$

NOTE: Since several lots of LC-12-15 may be used in a single NOSIH-AA-6 sheetstock lot, the percent weight lead in the LC-12-15 will be weighed according to the proportionate amounts used in the single lot of NOSIH-AA-6.

**4.5.2 Total volatiles.** The total volatiles content shall be determined in accordance with MIL-STD-286, method 103.1 with the sample taken in 4.4.2.3.

**4.5.3 Heat of explosion.** The heat of explosion (in calories/gram) shall be determined with a method approved by the procuring activity or in accordance with method 802.1 of MIL-STD-286. Two determinations shall be made on each of the samples selected in accordance with 4.4.2.1. The mean ( $\bar{H}_o$ ) shall be the arithmetic mean of all sixteen determinations. The standard deviation ( $S_H$ ) shall be calculated as

$$S_H = \sqrt{\sum_i \frac{(\bar{H}_o - H_i)^2}{7}}$$

where:

$H_i$  = mean heat of explosion as determined for each pair of determinations for a given sample.

**4.5.4 Strand-burning rate.** The strand-burning rate shall be determined in accordance with MIL-STD-286, method 803.1.1 or OD 9376 with the samples selected in accordance with 4.4.2.2. The calculations shall be in accordance with OD 9376 and the following.

#### 4.5.4.1 Computation.

a. Procedures for computing the average burning rate of individual strands and for determining the necessity of partial retesting of lots of propellant powder shall be in accordance with OD 9376.

(1) Provided that strands are divided into three equal increments of length, by the insertion of four fuse wires, the value of  $Ar_o$  (the difference between the burning rates of the fastest and slowest burning increments of any strand) shall be 0.037 in/sec maximum for NOSIH-AA-6 propellant. The value of  $Ar_o'$  (the difference between the burning rates of the two increments which agree most closely) shall be 0.030 in/sec maximum for NOSIH-AA-6 propellant. If either value is exceeded, a second strand shall be burned to replace faulty data. See OD 9376.

b. The average burning rates obtained in (a) above shall be compared with those in table II for the minimum desired burning rates in the case of -65°F firings, and maximum desired rates in the case of 165°F firings. Whenever the average burning rate at -65°F at any of the five test pressures is less than the minimum desired value, the difference shall be squared; whenever the average burning rate at 165°F at any of the five test pressures is greater than the maximum desired value, the difference shall be squared; the sum of the squares of the difference shall be obtained and compared with 3.6.

c. The range of individual values for strand-burning rate at each of the 10 conditions of firing shall be determined by subtracting the lowest rate in each set of five individual strand-burning rates from the highest rate in the respective set. The average for the 10 sets shall be computed.

**4.5.5 Taliani stability.** The Taliani stability shall be determined in accordance with MIL-STD-286, method 406.1.3 with the sample taken in 4.4.2.4.

**4.5.6 Candelilla wax.** Candelilla wax determination shall be made only when required in the contract or purchase order (see 6.2). An alternate method is given in 4.5.6.2.

**4.5.6.1 Procedure.** The percent of candelilla wax shall be calculated using method 228.1.1 of MIL-STD-286.

**4.5.6.2 Alternate procedure.**

**4.5.6.2.1 Sample preparation.** The test sample selected in accordance with 4.4.2.4 shall be ground in accordance with MIL-STD-286, method 509.3.

**4.5.6.2.2 Special apparatus and materials.**

- a. Steam bath with suitable circular openings
- b. Paper thimbles, 33 by 80 millimeters (mm)
- c. Glass filter tube about 36 by 100 ml (with stem)
- d. Suction device for the filter tube, such as Fisher filtrator
- e. Florence flask, 24/40 standard taper
- f. Soxhlet extraction assembly with standard taper for use with the Florence flask
- g. Vacuum oven capable of supporting a 20- to 30-mm. column of mercury
- h. Filter paper, No. 4 Whatman (or equivalent), 12.5, 11, and 9 cm
- i. Filter funnel suitable for filter paper
- j. Filter tablets, Whatman, 2.5 grams each
- k. Glass wool
- l. Electric hot plate and asbestos board
- m. Acetic acid, glacial analytical reagent
- n. Acetic acid, 70  $\pm$  2 percent
- o. Acetic acid, 45  $\pm$  2 percent
- p. Chloroform, residue content of not more than 0.0005 percent. (This reagent should be tested, and if the residue exceeds the amount prescribed, a blank should be run and a suitable correction applied to the wax value.)
- q. Methanol, absolute
- r. Methanol, 50 percent
- s. Solution of 2-nitrodiphenylamine in chloroform (01 milligram (mg) 2-nitrodiphenylamine in 2.5 ml of solution).

**4.5.6.2.3 Procedure.**

- a. Transfer a 20-gram sample of propellant to a 400-ml beaker.
- b. Add 100 ml of 70 percent acetic acid and heat on a steam bath for 30 minutes with occasional agitation by swirling.
- c. Add 55 ml of distilled water in which approximately a tenth of a 2.5-gram filter tablet has been macerated as a filtration aid.
- d. Remove the sample from the steam bath and chill in a bath of ice water for at least 30 minutes.
- e. Filter the sample through a 33- by 80-mm paper thimble held in a suitable cylindrical filter tube using decantation and moderate suction. A small amount of glass wool is wrapped around the thimble before insertion to effect good suction and filtering condition. Collect the filtrate in a clean dry beaker. The filtrate at this step must be clear; if it is not, refilter until it is clear (adding additional paper pulp in 45 percent acetic acid, as necessary). Wash the residue in the beaker twice by decantation with cold, 45 percent acetic acid (approximately 25-ml portions).
- f. Repeat the above described series of digestion of the residue, chilling, and separation operations (d and e) until the powder has received a total of four treatments (except that for treatments b, c, and d the quantity of 70 percent acid is reduced to 55 ml; the quantity of added water is reduced to 30 ml; and the added water does not contain paper pulp).

- g. Transfer the residue from the beaker to the thimble with cold 45 percent acid. Wash thoroughly with this reagent. Finally wash the beaker and thimble thoroughly with cold distilled water.
- h. Dry the thimble by suction for 10 to 15 minutes. Wash the beaker and thimble with two portions (25 to 30 ml each) of cold 50 percent methanol. Dry the thimble by suction for 5 minutes.
- i. Place a 300-ml Florence extraction flask (containing five or six glass beads or Carborundum grains) under the filter tube. Rinse the beaker and thimble with two 20-ml portions of hot methanol.
- j. Transfer the thimble to a Soxhlet extractor, adding the glass wool used in e to the top of the residue.
- k. Rinse the beaker and filter tube thoroughly with hot chloroform (collecting the washings in the extraction flask). Add about 50 ml of chloroform to the beaker, cover with a watch glass, and boil the chloroform vigorously for 5 minutes. Finally increase the chloroform volume to 160 ml making the total volume 200 ml (including the methanol), and extract for 3 to 4 hours at a rapid rate (6- 8-minute cycles). The top of the condenser should be equipped with a drying tube (calcium chloride) to keep out atmospheric moisture.
- l. Remove the extraction flask from the Soxhlet apparatus, and boil off the solvent by use of a steam bath.
- m. Add 40 ml of glacial acid. Carefully heat the acid to boiling.
- n. Remove the flask from the heat. Allow solution to cool and gradually add 40 ml of absolute methanol. Add 100 ml of cold distilled water containing filter paper pulp (approximately one tenth of a tablet).
- o. Chill the sample in an ice water bath for at least 30 minutes. Filter through a 12.5-cm No. 4 Whatman paper (or equivalent). Wash thoroughly with cold, 45 percent acetic acid until no yellow color is observed in the washings through the filter. Then wash several times with cold distilled water and finally with cold 50 percent methanol.
- p. Dry the flask, filter paper, and funnel in a vacuum oven at 60° to 70° C, for 60 to 90 minutes.
- q. Extract the wax from the flask, filter paper, and funnel with several 20- to 30-ml portions of boiling chloroform, heating the solvent each time in the flask. Finally transfer the filter paper to the flask, and chloroform, and boil vigorously.
- r. Filter the last extract through a new, small No. 4 Whatman filter paper.
- s. Combine and concentrate the extracts on a steam bath, first in a 150-ml beaker, and then in a tared 50-ml beaker.

## NOTE

In order to avoid loss of wax, care should be taken not to boil the solution too vigorously. Placing the beaker on a watch glass facilitates control over heat input and also external cleanliness of the tared beaker.

- t. Dry the tared beaker and wax in a vacuum oven at 60° to 70° C for 30 minutes. Cool in a desiccator and weigh.
- u. Redissolve the wax in 25 ml of hot chloroform and compare any yellow colors with 25 ml of chloroform containing 0.1 mg of 2-nitrodiphenylamine. This test is performed in order to determine if the removal of 2-nitrodiphenylamine has been adequate. A correction for this material may be made; however, a wax of satisfactory color should be obtained if the procedure has been followed carefully.

#### 4.5.6.2.4 Calculations.

$$\text{Percent candelilla wax} = \frac{\text{Weight of candelilla wax} \times 100}{\text{Weight of sample}}$$

#### NOTE

The filtrates in the acetic extractions contain the bulk of the nitroglycerin originally present in the propellant and should be disposed of in a suitable manner. The chloroform extract can be safely concentrated on the steam bath, as specified, since very little nitroglycerin will be present.

**4.5.7 Physical properties.** Test samples selected in accordance with 4.4.2 shall be subjected to constant strain rate tensile tests in accordance with ASTM D 638 with the following exceptions:

- a. Standard test temperature shall be  $77^{\circ} \pm 4^{\circ}$  Fahrenheit; maximum allowable time from cutting of tensile specimens to testing shall be 72 hours.
- b. Specimen storage prior to testing and during testing shall be under conditions of less than 50 percent relative humidity.
- c. Tensile specimens shall be tested at a rate of crosshead movement of 2.0 inches per minute.

**4.5.8 Visual examination.** The Government representative shall ascertain that the requirements of 3.3, 3.10 and section 5 have been met on each lot submitted for acceptance.

### 5. PACKAGING

**5.1 Packaging.** For acquisition purposes, the packaging requirements shall be as specified in the contract or order (see 6.2). When packaging of material is to be performed by DoD or in-house contractor personnel, these personnel need to contact the responsible packaging activity to ascertain packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activities within the Military Service or Defense Agency, or within the military service's system commands. Packaging data retrieval is available from the managing Military Department's or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

### 6. NOTES

(This section contains information of a general or explanatory nature that may be helpful, but is not mandatory.)

**6.1 Intended use.** The rocket propellant powder covered by this specification is intended for use in the processing of propellant grains for various solid fuel rockets. Since this propellant powder was developed solely for use in military ordnance, there is no commercial application.

**6.2 Acquisition requirements.** Acquisition documents should specify the following:

- a. Title, number, and date of this specification
- b. Class of propellant (see 1.2)
- c. Dimensions of sheet or roll, if other than specified (see 3.3)
- d. Diameter and tightness of roll (see 3.3.2)
- e. Inspection conditions, if other than as specified (see 4.2)
- f. First article sample size, if required (see 4.3. 1)

- g. Additional first article tests, if any (see 4.3.2)
- h. Lot size, if other than as specified (see 4.4.1)
- i. If candleilla wax is required (see 4.5.6)
- j. Packaging, if other than as specified (see 6.4.1)
- k. Marking, if other than as specified (see 6.4.2)
- l. That the safety precaution requirements of the "Contractor's Safety Manual for Ammunition, Explosives, and Related Dangerous Material," DoD 4145.26M are applicable. NOTE: When this specification is used as part of the description of work to be accomplished by a Government activity, the safety precaution requirements of "Ammunition and Explosives Ashore," OP5 are applicable.

**6.3 First article.** When a first article inspection is required, the item should be a first article sample. The first article should be as specified in the contract or purchase order. The contracting officer should include specific instructions in acquisition documents regarding arrangements for examinations, approval of first article test results and disposition of first articles. Invitations for bids should provide that the Government reserves the right to waive the requirements for samples for first article inspection to those bidders offering a product which has been previously acquired or tested by the Government, and that bidders offering such products, who wish to rely on such production or test, must furnish evidence with the bid that prior Government approval is presently appropriate for the pending contract.

**6.4 Shipments.** The following packaging, marking and shipping destination procedures have been used successfully in the past and should be considered when writing the contract or purchase order. Any deviation from the methods given herein should be verified by extensive safety testing and documentation.

**6.4.1 Packaging.** The propellant should be packaged in a suitable box, constructed and labeled in accordance with 49 CFR 170-190. The shipping container and manner of packing should be as specified by the Government procuring activity.

**6.4.2 Marking.** In addition to any special marking required by the contract or purchase order, all markings should be in accordance with MIL-STD-129 and 49 CFR 170-190. In addition, the label on each container should bear the following information:

Propellant, Solid, UN0499, 1.3C  
 NSN: 1376-01-122-5290  
 Sheet Propellant, Type NOSIH-AA-6  
 Lot Number, Can Number  
 Contractor's Name  
 Contractor Number  
 Net and Gross Weight

**6.4.3 Shipping destination.** Shipping destination should be forwarded by the procuring activity or the Naval Air Systems Command upon acceptance of particular lots involved.

**6.5 Subject term (key word) listing.**

Zuni  
 Smokeless powder  
 Mark71 rocket motor  
 Mark 117 JATO  
 Mark 88  
 Mark 93



# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>CONTRACT LINE ITEM NO.</b>		<b>B. EXHIBIT A.</b> A		<b>C. CATEGORY:</b> TDP      TM      OTHER X	
<b>D. SYSTEM/ITEM</b> MK 71 ROCKET MOTOR		<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>	
<b>1. DATA ITEM NO.</b> A001		<b>2. TITLE OF DATA ITEM</b> REQUEST FOR DEVIATION (RFD)		<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-CMAN-80640C		<b>5. CONTRACT REFERENCE</b> SOW 3.2.1		<b>6. REQUIRING OFFICE</b> NAVSURFWARREN, CODE 2310	
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b> SEE BLK 16	<b>14. DISTRIBUTION</b>  b. COPIES	
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> N/A	<b>13. DATE SUBSEQUENT SUBMISS</b> SEE BLK 16	a. ADDRESSEE      FINAL SEE BLOCK 16      Drill      Reg      Reps	
<b>16. REMARKS</b> BLK 12 & 13: This data item (Request for Deviation) must be submitted when government approval of a deviation from the drawing, statement of work, and/or contract is being sought. The government shall respond to the RFD within five business days of RFD receipt.  BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a. Note: electronic copies preferred.  Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head, Maryland 20640-5035 Attn: Code 1142				<b>12.</b>	
				Code 1142      1	
				Code 2310A      1	
				Code 4120T      1	
				<b>15. Total</b> 3	

<b>G. PREPARED BY</b> <i>Timothy Appleby</i> Timothy Appleby, Code 2310A	<b>H. DATE</b> 2004-11-23	<b>I. APPROVED BY</b> <i>Mary E. Funkhouser</i>	<b>J. DATE</b> 2004-11-23
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DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)



## DATA ITEM DESCRIPTION

**Title:** REQUEST FOR DEVIATION (RFD)

<b>Number:</b>	DI-CMAN-80640C	<b>Approval Date:</b>	20000930
<b>AMSC Number:</b>	D7389	<b>Limitation:</b>	N/A
<b>DTIC Applicable:</b>	No	<b>GIDEP Applicable:</b>	No
<b>Office of Primary Responsibility:</b>	D/DUSD(AT&L)SE		
<b>Applicable Forms:</b>	N/A		

**Use, Relationships:** A Request for Deviation describes a proposed departure from (a non-conformance with) the contractually-specified configuration documentation for a specific number of units or for a specified period of time.

A Request for Deviation enables the Government to determine the impact on performance, operational readiness, logistics support or other affected areas.

This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task specified in the contract.

Data Item Description submittal in Extensible Markup Language (XML) is acceptable. An XML Document Type Definition (DTD), associated XML document template, and other information is available from <http://www.geia.org/836/>

This DID supersedes DI-CMAN-80640B and DI-CMAN-80641B.

### Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Request for Deviation (RFD) shall be prepared in contractor format. The RFD content shall include the consideration to be provided if the government accepts the deviation and, where applicable, the following information:
  - a. a complete description of the contract requirement affected and the nature of the deviation (non-conformance)
  - b. number of units (and serial/lot numbers) to be delivered in this configuration
  - c. any impacts to logistics support elements (such as software, manuals, spares, tools, and similar) being utilized by government personnel or to the operational use of the product
  - d. information about remedial actions being taken to prevent reoccurrence of the non-conformance

The following references may be useful in defining content: MIL-HDBK-61, Configuration Management Guidance (paragraph 4.3 and Table 4-9) and ANSI/EIA-649-1998, National Consensus Standard for Configuration Management (paragraph 5.3.4).

END OF DI-CMAN-80640C.



# CONTRACT DATA REQUIREMENTS LIST

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OMB No. 0704-0188

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CONTRACT LINE ITEM NO. B. EXHIBIT A C. CATEGORY: TDP TM OTHER X

D. SYSTEM/ITEM MK 71 ROCKET MOTOR E. CONTRACT/PR NO. F. CONTRACTOR

1. DATA ITEM NO. A002 2. TITLE OF DATA ITEM FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT 3. SUBTITLE DISCREPANCY REPORT

4. AUTHORITY (Data Acquisition Document No.) DI-RELI-81315 5. CONTRACT REFERENCE SOW 3.2.2 6. REQUIRING OFFICE NAVSURFWARCN, CODE 2310

7. DD 250 REQ LT 8. APP CODE N/A 9. DIST STATEMENT REQUIRED N/A 10. FREQUENCY ASREQ 11. AS OF DATE N/A 12. DATE OF FIRST SUBMISSION SEE BLOCK 15 13. DATE SUBSEQUENT SUBMISS SEE BLK 16 14. DISTRIBUTION a. ADDRESSEE SEE BLOCK 15 b. COPIES FINAL

16. REMARKS

BLK. 12 & 13: This data item (Discrepancy Report) must be submitted when a discrepancy to the requirements of the drawing, statement of work, contract and/or in-process inspection requirement has been identified and prior to continuing with manufacturing that would result in the continued production of the discrepancy. The government shall respond to the Discrepancy Report within five business days of discrepancy report receipt.

BLK 14a: The following address should be used for the distribution of this data item. The "Attn:" code shall change appropriately to correspond to the addressees listed in block 14a. Note: electronic copies preferred.

Commander  
Naval Surface Warfare Center, Indian Head Division  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035  
Attn: Code 1142

G. PREPARED BY Timothy Appleby, CODE 2310A H. DATE 2004-11-23 I. APPROVED BY M. Elaine Finkbeiner J. DATE 2004-11-23

DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/133

Attachment (F)



DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.				
1. TITLE			2. IDENTIFICATION NUMBER	
Failure Analysis and Corrective Action Report			DI-RELI- 81315	
3. DESCRIPTION/PURPOSE				
3.1 Provides immediate reporting of failure and subsequent details failure analysis results and corrective action recommendation.				
4. APPROVAL DATE (YYMMDD)		5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE
930125		G/Y224		6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				
7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data resulting from the work task as described by MIL-STD-781D and MIL-STD-785B.				
7.2 This DID supersedes DI-R-5299C.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
				G6891
10. PREPARATION INSTRUCTIONS				
10.1 <u>Reference documents</u> . The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.				
10.2 <u>Content</u> . The report shall contain the following:				
a. Failure Analysis Report Number. (See 10.5)				
b. Contract number.				
c. Equipment title.				
d. Equipment serial number.				
e. Date of failure.				
f. Test failed.				
g. Effect on equipment.				
(Continue on Page 2)				
11. DISTRIBUTION STATEMENT				
DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.				



10. PREPARATION INSTRUCTIONS (Continued)

h. Total test time at failure.

10.3 Preliminary Report. Content and format shall be as follows:

10.3.1 Content.

- a. Originator of the report.
- b. Date of the failure.
- c. Date of the report.
- d. Contractor's name.
- e. Failure Analysis Report Number. (See 10.5)
- f. Contract number.
- g. Equipment, title, part number, and serial number.
- h. Assembly title, part number, and serial number.
- i. Subassembly title, element or module title, part number, and serial number.
- j. Part name, part number, serial number, date code, and manufacturer.
- k. Name and specification of test failed.
- l. Elapsed time and phase of test failed.
- m. Total operation time of unit at time of failure.
- n. Failure symptoms.
- o. Failure mode.
- p. Classification failure (independent or dependent).
- q. Type of failure from Failure Keyword List. (See 10.7)
- r. Disposition of failed item.
- s. Any supplemental information relating to the failure (i.e., any internal contractor assessments, records, reports, correspondence, etc.).

10.3.2 Format. The report may be handwritten and legible.



10. PREPARATION INSTRUCTIONS (Continued)

10.4 Final Report

10.4.1 Content. The final report shall contain the items required in the Preliminary Report and the following additional items shall be included:

- a. Reference-Failure Analysis Report Number (see 10.5)
- b. Failure Analysis methods.
- c. Failure Analysis results.
- d. Statement as to whether this is a pattern failure. If it is, the reports of the other failure(s) will be referenced.
- e. Corrective action:
  - (1) Action on individual equipment failure.
  - (2) Measures to prevent other failures.

10.4.2 Format. The same format may be used for both Preliminary report and Final report.

10.5 Failure Analysis Number

a. Format. In accordance with the format code: X - N - T - F1 - F2

- (1). X is the equipment type number.
- (2). N is the sequential failure number.
- (3). T is the test phase in which the failure occurred.
  - (a) T=A for acceptance test.
  - (b) T=S for subassembly test.
  - (c) T=C for receiving inspection.
  - (d) T=D for reliability test.
  - (e) T=E for qualification test.
  - (f) T=F for system/equipment burn-in.
  - (g) T=G for system integration.

(4). F1 is the total number of failures of the same part number (i.e., resistor, capacitor, inductor, transistor, etc.) manufactured by the same vendor.



10. PREPARATION INSTRUCTIONS (Continued)

(5). F2 is the total number of occurrences of a specified failure mechanism of the same part number manufactured by the same vendor.

10.6 Nonrelevant and Unverified Failures. Nonrelevant and unverified failures shall not have the F1 and F2 numbers assigned because these types of failures do not relate to a part type failure. Instead, these failures shall be coded as "NR" for a nonrelevant failure and "UV" for an unverified failure.

10.7 Failure Keyword List.

10.7.1 Content. The content shall include:

- (1) Workmanship.
- (2) Handling.
- (3). Process.
- (4). Design.
- (5). Marking.
- (6). Test Equipment.
- (7). Contamination.
- (8). Open Bond Wire.
- (9). Electrical Short.
- (10). Electrical Open.
- (11). Software.
- (12). Mechanical.
- (13). Nonrelevant.
- (14). Under Investigation.
- (15). Unknown.
- (16). Unverified.
- (17). Glitch.
- (18). Testing Error.
- (19). Tolerance.



# CONTRACT DATA REQUIREMENTS LIST

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CONTRACT LINE ITEM NO.		B. EXHIBIT A A		C. CATEGORY: TDP      TM      OTHER X	
D. SYSTEM/ITEM MK 71 ROCKET MOTOR		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM CERTIFICATE OF COMPLIANCE			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81358		5. CONTRACT REFERENCE SOW 3.2.3		6. REQUIRING OFFICE NAVSURFWARREN, CODE 2310	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION	
8. APP CODE N/A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS SEE BLK 16	a. ADDRESSEE SEE BLOCK 16	
16. REMARKS BLK 12 & 13: This data item (Certificate of Compliance) must be submitted with each first-article and production lot.  BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addressees listed in block 14a.  Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head, Maryland 20640-5035 Attn: Code 1142				b. COPIES	
				13.	
				Code 1142	1
				Code 2310A	1
				15. Total	
G. PREPARED BY TIMOTHY APPLEBY, CODE 2310A		H. DATE 2003-11-23	I. APPROVED BY M. J. Crane Funkhouser		J. DATE 2004-11-23

DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price



# DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-018

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. TITLE  CERTIFICATE OF COMPLIANCE	2. IDENTIFICATION NUMBER  DI-MISC-81356
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## 3. DESCRIPTION / PURPOSE

3.1 The Certificate of Compliance will attest that the contractor has provided the parts/items that complies with all the technical and quality requirements and that the contractor has not deviated from the contract requirements.

4. APPROVAL DATE (YYMMDD) 930720	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)  N/SPCC 8733	6a. DTIC APPLICABLE	6b. GIDEP APPLKAE
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## 7. APPLICATION / INTERRELATIONSHIP

7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER  N6949
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## 10. PREPARATION INSTRUCTIONS

10.1 Format. The Certificate of Compliance shall be prepared in a format similar to that of Figure 1.

10.2 Content. The Certificate of Compliance shall contain:

- Contractor, address, phone number and date.
- The Contract issuing agency's purchase order number.
- The National Stock Number(s) (NSN).
- Item Nomenclature (noun name) of the item purchased.
- Contractor's or authorized personnel's signature.
- A statement to the effect that all items furnished on the contract are in full compliance with the specifications and requirements.

Continue on Page 2 of 2 Pages

## 11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.



Block 10. Preparation Instructions (continue)

CERTIFICATE OF COMPLIANCE

From: \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Date: \_\_\_\_\_

To: Ships Parts Control Center  
Attn: Code 875  
5450 Carlisle Pike  
P.O. Box Mechanicsburg, PA 17055-0788

SPCC Contract/Purchase Order Number: \_\_\_\_\_

National Stock Number: \_\_\_\_\_

Item Nomenclature: \_\_\_\_\_

All items furnished on this contract are in full compliance with  
all specification and contract requirements.

\_\_\_\_\_  
Quality Assurance Manager

\_\_\_\_\_  
Senior Official

NOTE: The recording of false, fictitious or fraudulent statements  
or entries on this document may be punished as a felony under  
Federal Statutes.

Figure 1 - Sample format for Certificate of Compliance



# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

CONTRACT LINE ITEM NO.	B. EXHIBIT A A	C. CATEGORY: TDP      TM      OTHER X
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D. SYSTEM/ITEM MK 71 ROCKET MOTOR	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM PROGRAM PROCESS REPORT	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80555	5. CONTRACT REFERENCE SOW 3.2.4	6. REQUIRING OFFICE NAVSURFWARREN, CODE 2310
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 10 DARP	14. DISTRIBUTION b. COPIES
8. APP CODE N/A	N/A	11. AS OF DATE 0	13. DATE SUBSEQUENT SUBMISS 10 DARP	a. ADDRESSEE SEE BLOCK 18

<p>16. REMARKS</p> <p>BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a. Note: electronic copies preferred.</p> <p>Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head, Maryland 20640-5035 Attn: Code 1142</p>	14.			
	Code 1142		1	
	Code 2310A		1	
	15. Total		2	

G. PREPARED BY <i>Timothy Appleby</i> TIMOTHY APPLEBY, CODE 2310A	H. DATE 2004-11-23	I. APPROVED BY <i>M. E. Elaine Lunkhouse</i>	J. DATE 2004-11-23
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DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price



DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
2. TITLE  PROGRAM PROGRESS REPORT		1. IDENTIFICATION NUMBER  DI-MGMT-80555		
3. DESCRIPTION/PURPOSE  3.1 The Program Progress Report provides the Government with the means to evaluate and monitor the progress made by the contractor of tasks in accomplishing the goals established for the program.				
4. APPROVAL DATE (YYMMDD)  880330	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)  G/T213	6a. DTC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP  7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirements as delineated in the contract.  7.2 This DID is applicable when the monitoring of the progress of a program is required on a periodic basis.  7.3 This DID supersedes DI-E-5009A, DI-E-5038A, and DI-A-5023.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER  64365
10. PREPARATION INSTRUCTIONS  10.1 <u>Format</u> . The Program Progress Report shall be in contractor's format. 10.1.1 <u>Title page</u> . The title page shall contain the following: 10.1.1.1 <u>Title</u> . The title shall identify the subject of the report, program name, or task. 10.1.1.2 <u>Name of contractor</u> . The name of the contractor preparing the report. 10.1.1.3 <u>Contract number</u> . The procurement instrument identification number. 10.1.1.4 <u>Key person</u> . The individual assigned to the task or who produced the report. 10.1.1.5 <u>Reporting Period</u> . The dates the reporting period begins and ends. 10.1.2 <u>Page size</u> . The report shall be on 8 1/2 x 11 inch or metric size A4 paper and typewritten or otherwise duplicated in nonfading ink. 10.2 <u>Content</u> . The report shall contain the following: 10.2.1 <u>Work summary</u> . A brief summary of work performed during the reporting period providing positive or negative comments.  (Continued on page 2)				
11. DISTRIBUTION STATEMENT  <u>DISTRIBUTION STATEMENT A</u> : Approved for public release; distribution is unlimited.				



Block 10, Preparation Instructions (Continued)

10.2.2 Schedule. A statement as to whether task or program is on schedule and if not, efforts planned to meet schedule shall be explained.

10.2.3 Studies. Discussion of all studies conducted during the reporting period and the results.

10.2.4 Experimental work/test procedures. An explanation of experimental work accomplished, description of test procedures applied (cite applicable military specification, paragraph number and test parameters), results of test and conclusions determined.

10.2.5 Designs. A description and illustration of all designs produced, along with required changes made to a previous design and a brief statement of any problems encountered.

10.2.6 Test equipment. Description, nomenclature and serial number of all test equipments used on the project including appropriate schematic or block diagrams.

10.2.6.1 List the serial number of all equipment(s) subjected to the testing.

10.2.6.2 Provide a brief description of all special test equipment designed or constructed for use on the project including appropriate schematic or block diagrams.

10.2.7 Test performed. Identification and description of all test(s) performed (cite applicable military specification, paragraph number, and test parameters).

10.2.7.1 Provide control settings of the test sample.

10.2.7.2 Resolutions of measurement equipment and range of input signals.

10.2.8 Failures. A brief explanation of any failures associated with test and appropriate, photographs, sketches, etc. to show failures, their causes or other unusual conditions.

10.2.9 Difficulties/problems. Describe any difficulties or problems encountered or which previously existed which could alter the progression of work along with recommendations of resolution.

10.2.10 Plan. Steps followed during execution of tasks.

10.2.11 Completion dates. Projected completion dates for each task.

10.2.12 Percentage. Percentage of task completed to date and percentage of allocated funds expended on tasks.

10.2.13 Additional information. Other information which may cause a significant change in the work schedule.



# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

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<b>CONTRACT LINE ITEM NO.</b>		<b>B. EXHIBIT A</b> A		<b>C. CATEGORY:</b> TDP      TM      OTHER X	
<b>D. SYSTEM/ITEM</b> MK 71 ROCKET MOTOR		<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>	
<b>1. DATA ITEM NO.</b> A005		<b>2. TITLE OF DATA ITEM</b> FIRST ARTICLE QUALIFICATION TEST PLAN		<b>3. SUBTITLE</b> LOT ACCEPTANCE TEST PLAN	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-NDTI-81307		<b>5. CONTRACT REFERENCE</b> SOW 3.2.7		<b>6. REQUIRING OFFICE</b> NAVSURFWARCN, CODE 2310	
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> N/A	<b>10. FREQUENCY</b> OTIME	<b>12. DATE OF FIRST SUBMISSION</b> SEE BLK 16	<b>14. DISTRIBUTION</b>  <b>b. COPIES</b>	
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b> N/A	<b>13. DATE SUBSEQUENT SUBMISS</b> N/A	<b>a. ADDRESSEE</b> SEE BLOCK 16	
<b>16. REMARKS</b> <p>BLK 8: The requiring office will submit a response within 5 business days after the receipt of the draft.</p> <p>BLK 12: This data item (First Article Test Plan/Lot Acceptance Test Plan) must be submitted to and approved by the requiring office prior to the performance of any inspections or test where the results of these inspections or test will be used for the first article or Lot acceptance. The final copy is to be submitted within 10 days after receipt of government approval.</p> <p>BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a.</p> <p>Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head, Maryland 20640-5035 Attn: Code 1142</p>				<b>FINAL</b> Draft Reg Rep	
				12.	
				Code 1142      1      1	
				Code 2310A      1      1	
				Code 4120T      1      1	
				15. Total      3      3	

<b>G. PREPARED BY</b> Timothy Appleby, Code 2310A	<b>H. DATE</b> 2004-11-23	<b>I. APPROVED BY</b> M. Elaine Jenkins	<b>J. DATE</b> 2004-11-23
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DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price



DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
<p>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.</p>				
1. TITLE			2. IDENTIFICATION NUMBER	
First Article Qualification Test Plan			DI-NDTI-81307	
3. DESCRIPTION/PURPOSE				
3.1 To establish test procedures, test equipment, and the inspection criteria that will be used by the contractor for first article qualification.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
930125	G/V			
7. APPLICATION/INTERRELATIONSHIP				
7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.				
7.2 This DID supersedes DI-T-5315A.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
				G6883
10. PREPARATION INSTRUCTIONS				
10.1. <u>Content</u> . This test plan shall include the following:				
<ul style="list-style-type: none"> <li>a. Purpose of test.</li> <li>b. Applicable documents.</li> <li>c. Description of units to be tested.</li> <li>d. Test description to include the following: <ul style="list-style-type: none"> <li>(1) Step-by-step procedures which are to be followed by the operator when performing each test.</li> <li>(2) Define readings to be taken, settings to be used, and description of the test equipment, including commercial identification.</li> </ul> </li> </ul>				
10.2 <u>Format</u> . The plan may be submitted in the contractor's format.				
(Continued on Page 2)				
11. DISTRIBUTION STATEMENT				
DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.				



10.

Block 10, Preparation Instructions (Continued)

10

(3) Drawings, schematics, photographs, etc., of noncommercial fixtures and testers necessary for test evaluation

a. Inspection criteria that defines the minimum performance requirements that the unit under test must meet in order to be considered acceptable to the Government. This shall include, as a minimum, worst case prime power inputs, worst case signal level and timing inputs, and signal level and timing outputs.